

23316

ABRA  
recd. 11/12/02  
lsb

COOPERATIVE AGREEMENT CONCERNING ISSUANCE  
2002 NOV 12 OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES PM 4 23 Fpm

**THIS AGREEMENT**, made and entered into this 21st day of October, 2002, by and between Fasika and Lena, Inc., trading as Fasika's (hereinafter the "Applicant") and the Kalorama Citizens Association (hereinafter the "Protestants") witnesses:

**Whereas** Applicant has filed an application (#23316) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as Fasika's, located at 2447 18th Street, NW, Washington, DC.

**Whereas** Protestants have filed before the Board protests opposing the granting of this renewal.

**Whereas** in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching cooperative agreements, the Parties hereto desire to enter into a cooperative agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

**Whereas** Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns.

**Now therefore**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties agree as follows:

1. Hours. The hours of operation shall be:

Inside:	Sunday through Thursday:	5:00 PM until 2:00 AM
	Friday and Saturday:	5:00 PM until 3:00 AM

Sidewalk Cafe/Summer Garden:

Monday through Thursday:	8:00 AM until 11:00 PM
Friday and Saturday:	8:00 AM until 12:00 Midnight
Sunday:	10:00 AM until 12:00 Midnight

2. Seating. Seating capacity will not exceed:

The parties agree to modify this agreement consistent with any changes approved by the D. C. Public Space Committee in the hours of operation of the sidewalk cafe.

Interior tables and bar:      First Floor:    165  
   Mezzanine:    49

Sidewalk Cafe: 16

3.    Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with Title 23 DCMR 905. The doors and windows of the premises will be kept closed when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises, except the pair of full-glass doors leading to the sidewalk cafe on the right side (when facing the establishment) which may stay open for food service until midnight. If there are no patrons on the sidewalk cafe, applicant agrees to close the doors when entertainment is taking place. There shall be no music played on the roof.

4.    Trash/Garbage/Rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant and protestants acknowledge and agree that from time to time unknown persons place unwanted trash, garbage and various items such as beds, chairs and other household articles not commonly used in the restaurant business in the Applicant's trash area. Applicant agrees to work cooperatively with neighbors and the Department of Public Works to help maintain clean and orderly trash and dumpster areas. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population.

Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

5.    Exterior including Public Space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

6.    Items specific to establishment.

a.    Applicant agrees to NOT place, temporarily or permanently, any loudspeaker, tape player, CD player, radio or any other electronic musical device on his sidewalk

cafe. Applicant agrees to not direct any loudspeaker or similar device inside his establishment in such a way that sound is projected into the public space.

Applicant further agrees that no live music performances of any kind will ever take place on his sidewalk cafe.

b. Applicant agrees that no advertisements for his establishment or for performers at his establishment such as musicians and deejays will ever be placed anywhere in the public space such as lampposts, trees, phone booths, etc. and in particular on any vehicle, in compliance with the various DC Regulations concerning litter, postings and handbills. This does not apply to applicants wallet-size business cards inadvertently discarded by patrons.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls" or "tours", or any other similar promotion.

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise to a minimum from 11:00 PM to 7:00 AM.

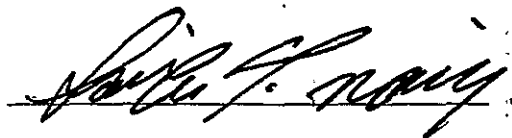
9. Modification. This agreement can be modified only by the ABC Board or the mutual agreement of all the parties with the approval of the ABC Board.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of Protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that this Cooperative Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Cooperative Agreement.

12. Availability of Cooperative Agreement. Applicant agrees to keep available at all times a copy of this agreement at his establishment and to familiarize all his employees with its conditions.

APPLICANT:

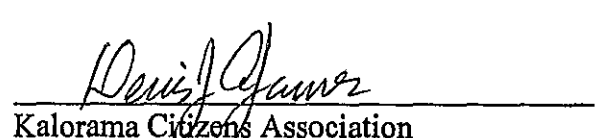


By: Fasika Mariam

PRESIDENT

Date: 11-11-2002

PROTESTANTS



Kalorama Citizens Association

By: Denis E. James ABC LICENSING

CHAIRMAN FOR KCA

Date: 11-11-2002

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

Fasika and Lena, Inc.  
t/a Fasika's

Application for a Retailer's Class  
CR (renewal)

at premises  
2447 18<sup>th</sup> Street, N.W.  
Washington, D.C.

Case no. 23316-02/071P  
2002-268

Denis I.E. James, Chairperson for the ABC Licensing Committee, on behalf of the  
Kalorama Citizens Association, Protestant

Fasika T. Mariam, President, on behalf of the Applicant

**BEFORE:** Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Oppen-Weiner, Esquire, Member  
Audrey Thompson, Member

**ORDER ON WITHDRAWN OPPOSITION  
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on May 15, 2002 in accordance with the D.C. Official Code Section 601 (2000 Edition). Denis I.E. James, on behalf of the Kalorama Citizens Association, filed a timely protest letter dated April 25, 2002.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 21, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Fasika and Lena, Inc.

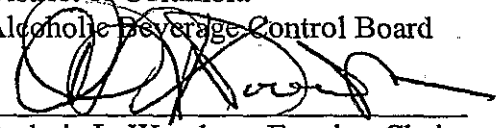
t/a Fasika's

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Accordingly, it is this 14<sup>th</sup> day of December November 2002, **ORDERED** that:

1. The opposition of Denis I.E. James, Chairperson of the ABC Licensing Committee, on behalf of the Kalorama Citizens Association, is **WITHDRAWN**;
2. The application of Fasika and Lena, Inc. t/a Fasika's for a retailer's class CR license (renewal) at premises 2447 18<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Attorney for the Applicant.

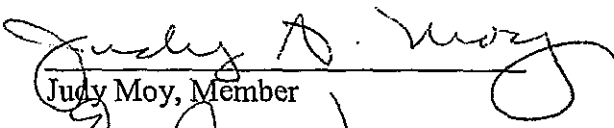
District of Columbia  
Alcoholic Beverage Control Board

  
Roderic L. Woodson, Esquire, Chair

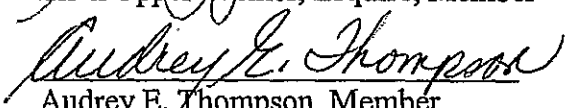
  
Vera Abbott, Member

  
Charles Burger, Member

  
Laurie Collins, Member

  
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Ellen Oppen-Weiner, Esquire, Member

  
Audrey E. Thompson, Member